

2053

THIS INSTRUMENT WAS PREPARED BY:

Name: Nancy J. Hammer, Esq.
Address: 400 Perimeter Center Terrace, Suite 900
Atlanta, GA 30346-2090

STATE OF ALABAMA)

D E E D

COUNTY OF SHELBY)

500⁰⁰ Value

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, to the undersigned GRANTOR, 2154 TRADING CORPORATION, a corporation, D/B/A INVERNESS, (herein "GRANTOR"), in hand paid by ELI H. PHILLIPS, 4950 Valleydale Road, Birmingham, Alabama 35243, (herein referred to as "GRANTEE"), the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell, and convey unto the said GRANTEE, the following described real estate, situated in Shelby County, Alabama, to-wit:

EXHIBIT "A" attached hereto and made a part hereof for all purposes

This conveyance is subject to the following:

1. Ad valorem taxes due and payable October 1, 1987.
2. Easement, rights of way, reservations, agreements, restrictions and set-back lines of record.
3. Mineral and mining rights not owned by GRANTOR.
4. Any applicable zoning ordinances.
5. All matters which would be disclosed by an accurate, current survey or inspection of said property.
6. The property is not contiguous to the Inverness Center Parkway and Grantee shall have no rights to cross over the strip owned by Grantor for ingress and egress to Inverness Center Parkway.

This conveyance is subject further to the following terms, conditions, agreements, covenants and restrictions:

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Eli H. Phillips
4950 - Valleydale Rd.
Bham 35243

1. The following covenants and restrictions shall apply to the property conveyed hereby and shall remain in full force and effect for a period of twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by the Grantor:
 - a. Grantee covenants not to construct or place any building, sign, or other improvements on the property hereby conveyed.
 - b. Grantee covenants that if at any time Grantee fails to maintain the property conveyed hereby comparable to the common areas of Inverness Center, which are maintained by Grantor, Grantor will have the right to maintain the property and charge Grantee with the total costs of such maintenance. Any bills submitted for such maintenance costs must be paid within ten (10) days of receipt by Grantee and shall constitute a lien against the property.
 - c. Grantee covenants that the property conveyed hereby shall be used with property owned by Grantee contiguous to the property conveyed hereby for single family residential purposes.
2. The terms and provisions of all of the above enumerated covenants and restrictions shall be binding upon the parties hereto, their successors and assigns with respect to the property and shall inure to the benefit of the parties hereto, their successors and assigns, from the date hereof through the expiration of the Restriction Period.
3. Grantor shall be entitled to enforce these restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant contained herein and may restrain any such violation or recover damages therefor.
4. Invalidation of any one of the covenants or agreements shall in no way affect any of the other provisions which shall remain in full force and effect.

GRANTEE, by acceptance of this deed, acknowledges that GRANTOR has informed him that the premises may contain underground mines and tunnels and the GRANTOR makes no representation or warranty in connection with the geological conditions or subsurface features of the premises.

TO HAVE AND TO HOLD, to the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by the respective duly authorized officer thereunto on this 15th day of April, 1987.

2154 TRADING CORPORATION

WBB
KSA

By: James F. McEvoy
Vice President

STATE OF GEORGIA)
COUNTY OF DEKALB) SS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES F. McEVoy, whose name as Vice President of 2154 Trading Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 15th day of April, 1987.

Thelma C. Chanley
Notary Public
Notary Public, Georgia State at Large
My Commission Expires Feb. 10, 1990
Date of Notarization April 15, 1987

EXHIBIT "A"

LEGAL DESCRIPTION

A part of the Southeast quarter of the Southeast quarter of Section 2, Township 19 South, Range 2 West, more particularly described as follows: Begin at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 2, Township 19 South, Range 2 West, and run North along the West line of said 1/4-1/4 section for a distance of 50.07 feet; thence, an angle to the right of 93°10' and run East parallel with the South line of said 1/4-1/4 section 264.60 feet; thence, an angle to the right of 50°03' and run in a Southeasterly direction 65.23 feet, said point being on South line of said 1/4-1/4 section; thence, an angle to the right of 129°57' and run West on South line of said 1/4-1/4 section 303.72 feet to point of beginning. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 SEP 28 AM 11:19

Thomas A. Snowling, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$.50
2. Mtg. Tax	—
3. Recording Fee	10.00
4. Indexing Fee	1.00
TOTAL	11.50